

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	
)	CASE NO. 16-62977-JRS
VANESSA MARIA BOYKIN,)	
)	CHAPTER 13
<u>Debtor.</u>)	

APPLICATION TO EMPLOY SPECIAL COUNSEL

COMES NOW THE DEBTOR, by and through counsel, and respectfully requests this Court to authorize approval of the employment of **Kevin S. Sobel of Kanner & Pinaluga, P.A.** (“Special Counsel”), pursuant to 11 U.S.C. 327 to serve and represent the Debtor’s Estate as special counsel of record, showing to this Court the following:

1.

This Court has jurisdiction in this matter pursuant to 28 U.S.C. Section 1334, 28 U.S.C. Section 151, and 28 U.S.C. Section 157.

2.

This Court is the proper venue for this matter pursuant to 28 USC Section 1409.

3.

This matter is a core proceeding within the contemplation of 28 U.S.C. Section 157.

4.

Debtor filed a voluntary petition for relief under Chapter 13 of Title 11 of the United States Code July 27, 2016 and is eligible for relief under 11 U.S.C. §109.

5.

The Debtor wishes to employ as Special Counsel an attorney duly admitted to practice

law for the express purpose of representing Debtor in matters related to a personal injury suit.

6.

The professional services that said Special Counsel would provide include, but are not limited to:

- (a) Providing the Debtor with legal services regarding the case;
- (b) Preparing on behalf of the Debtor the necessary applications, answers, orders and other legal papers pursuant to the matter; and
- (c) Performing all other legal services for Debtor, which may be reasonably necessary.

7.

The Debtor has selected Special Counsel because they have considerable experience in matters of this nature and Debtor believes they are well qualified to represent Debtor in this area.

8.

The relevant qualifications of Special Counsel are in the attached Affidavit of Special Counsel.

9.

On or about October 4, 2018, Debtor formally retained Special Counsel to pursue a personal injury suit. The agreement between Debtor and Special Counsel provides for a contingent fee. A copy of this agreement is attached and all parties understand that any compensation paid to Special Counsel is subject to approval by this Court.

10.

To the best of Debtor's knowledge, said Special Counsel has no connection with the Debtor, any creditor or any other party in interest herein, their respective attorneys and/or accountants, the Chapter 13 Trustee, the United States Trustee, or any person employed in the

office of the Chapter 13 Trustee or the United States Trustee, and represents no interest adverse to the Debtor with respect to any matter on which said Special Counsel is to be employed by this Debtor.

WHEREFORE, Debtor prays that she be authorized to employ **Kevin S. Sobel** as Special Counsel in this case under Chapter 13 of the Bankruptcy Code with all compensation paid or to be paid to Special Counsel being subject to Court approval, and that it have such other and further relief as is just and proper.

Respectfully submitted,

/s/

Teresa Stephens
GA Bar No. 679464
Attorney for Debtor
BERRY AND ASSOCIATES
2751 Buford Hwy, Suite 600
Atlanta, GA 30324
(404) 235-3300
tstephens@mattberry.com

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)
) CASE NO. 16-62977-JRS
VANESSA MARIA BOYKIN,)
) CHAPTER 13
Debtor.)

AFFIDAVIT OF SPECIAL COUNSEL

I, **Kevin S. Sobel**, hereby make solemn oath,

1. I am an attorney and counselor at law, duly admitted to practice in the State of Georgia.
2. I maintain an office for the practice of law located at: **201 Peachtree St NE, Suite 200, Atlanta, GA 30303.**
3. My office phone number is **800-586-5555.**
4. I represent no interest adverse to the Debtor or to the Estate in the matters upon which I am to be engaged for the Debtor, and I am a "disinterested person" within the contemplation of 11 U.S.C. Section 101(14).
5. I represent the Debtor in this instant matter but otherwise have no connection to any creditors, their respective attorneys or any other party in interest.
6. I am familiar with the law in this area and competent to assist the debtor(s) in these matters.

This the 9th day of April, 2019.

Respectfully submitted,

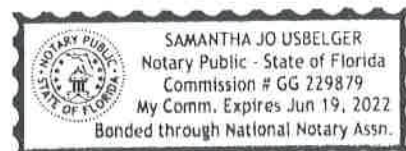

Kevin S. Sobel

GA Bar No. 130422

Sworn and Subscribed before me

This 9 day of April, 2019.


Notary Public



Kanner & Pintaluga



RETAINER AGREEMENT

I /We hereby employ the firm of KANNER & PINTALUGA, PA as my/our Attorney(s) to prosecute or settle my/our claim for damages against: _____ and any and all persons, corporations, organizations, whatsoever arising out of an accident or incident which occurred to me/us on or about _____ at or near _____

The undersigned (s) hereby agrees to pay said Attorney(s) for their services the following fee from the GROSS SETTLEMENT:

33 1/3 %	If settled without a lawsuit;
40%	If lawsuit is filed; and
45%	If an appeal is taken from the lower Court by either side.

I/We further agree to pay costs which include, but are not limited to, court reporter charges, deposition charges, charges for medical and police reports, charges for unpaid medical services for which letters of protection have been forwarded to the respective health care providers, photographs, independent investigative charges, independent benefit verification charges, expert witness charges, etc. Such expenses are to be deducted after the above settlement contingency fee is calculated and shall be deducted from the client's net proceeds. In addition, my Attorney(s) is hereby authorized to pay on my/our behalf, from the client's net proceeds, any hospital, doctor, ambulance or other medical bills which remain unpaid at the time said recovery is made, which amounts will be deducted from the proceeds received.

Said Attorney(s) accepts this employment on the condition that they will investigate said claim to determine if there exists a reasonable possibility of making a recovery. If, after due investigation and careful consideration, said Attorney(s) conclude in their sole discretion that to proceed with the same would result in prosecution of an unmeritorious claim, or that it would be economically disadvantageous to pursue said claim, then the Attorney(s) shall have the right to rescind this agreement and, upon proper notice to the undersigned, withdraw as counsel.

Should client(s) decide to terminate Attorney(s), with or without cause, or Attorney(s) withdraw from representation for good cause, where a monetary offer to settle has not been made by any party, insurance carrier or company, client agrees to pay attorney for the hours the Attorney(s) utilized in its representation of this matter, billed at \$350.00 per hour and paralegal/legal assistant billed at \$100.00 per hour. Should client decide to terminate

Attorney(s), with or without cause, or Attorney(s) withdraw from representation for good cause, and at the time of termination a monetary offer to settle the claim has been made by any party, insurance carrier of company, regardless of their fault or liability, client(s) agree(s) to pay the greater of the Attorney's contingency fee based upon the amount of the offer(s) or for the hours the Attorney(s) utilized in its representation of this matter, billed at \$350.00 per hour. If Attorney(s) are forced to bring an action to enforce its right to compensation under this agreement, the party prevailing in the litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as attorney's fees plus costs expended in the course of litigation. Should litigation be necessary, client agrees and voluntarily consents with full knowledge and understanding that the jurisdiction and venue shall reside in Dekalb County, Georgia.

Client agrees that Attorney(s) may employ associate counsel to assist them in prosecuting client's claim(s), which shall include, without limitation, associating counsel for litigation, or appellate purposes. Client agrees that, in such event and unless otherwise notified, Attorney(s) shall share their fees recovered under this agreement with the associate counsel, with the fees being divided evenly (50/50) and each firm retaining joint responsibility for the representation in accordance with Georgia law.

Client agrees to a One Hundred Twenty-Five Dollar (\$125.00) fee for file maintenance. Expenses and charges, including copying at .25 cents per page, and facsimile transmittals at \$1.00 per page and long distance phone calls, shall be deducted from the net amount of client's net proceeds, in addition to the Attorney (s) Fees and costs referenced above.

In addition, my Attorney(s) is hereby authorized to utilize on my/our behalf any collateral source(s) I/we may have, such as health insurance or Medpay, to pay/lower my medical bills, as well as to pay on my/our behalf, from the client's net proceeds, any hospital, doctor, ambulance or other medical bills which remain unpaid at the time said recovery is made, which amounts will be deducted from the proceeds received

			
	_____ SIGNATURE OF CLIENT (Or legal representative)	_____ DATE	_____ SIGNATURE OF CLIENT (Or legal representative)
			_____ DATE

Accepted and Approved:

Law Offices of Kanner & Pitaluga, P.A.

By 

FOR THE FIRM

CERTIFICATE OF SERVICE

This is to certify under penalty of perjury that I am over the age of 18 and that on this day I served the following parties with a copy of the attached pleadings by placing true copies of same in the United States Mail with adequate postage affixed to insure delivery, addressed to:

Office of US Trustee
75 Ted Turner Dr. SW
Suite 362
Atlanta, GA 30303

Nancy J. Whaley
Chapter 13 Trustee
303 Peachtree Center Ave, Suite 120
Atlanta GA 30303

Vanessa M. Boykin
3308 Jameson Pass
Alpharetta, Georgia 30022

Kevin S. Sobel
Kanner & Pinaluga, P.A.
201 Peachtree St. N.E.
Suite 200
Atlanta, GA 30303

(Plus to all Creditors on the attached Creditor Mailing Matrix)

This the 10th day of April, 2019.

/s/

Teresa Stephens
GA Bar No. 679464
Attorney for the Debtor

BERRY & ASSOCIATES
2751 Buford Highway, Suite 600
Atlanta, GA 30324
(404) 235-3300

Label Matrix for local noticing
113E-1
Case 16-62977-jrs
Northern District of Georgia
Atlanta
Wed Apr 10 13:51:03 EDT 2019

Associated Credit Unio
6789 Peachtree
Atlanta, GA 30360

Matthew Thomas Berry
Matthew T. Berry & Associates
Suite 600
2751 Buford Highway, NE
Atlanta, GA 30324-5457

(p)CAPITAL ONE
PO BOX 30285
SALT LAKE CITY UT 84130-0285

First Premier Bank
3820 N Louise Ave
Sioux Falls, SD 57107-0145

Hyeon Jeong
c/o Grace Yoon Tram
Crye-Leike Realty
2550 Pleasant Hill Road, Suite 121
Duluth, GA 30096-9278

Midamerica/milestone/g
Po Box 4499
Beaverton, OR 97076-4499

Premier Bankcard LLC
Jefferson Capital Systems LLC Assignee
a/k/a Premier Bankcard MC
PO Box 7999
St. Cloud MN 56302-7999

Quantum3 Group LLC as agent for
Comenity Capital Bank
PO Box 788
Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for
JH Portfolio Debt Equities LLC
a/k/a Capital One Bank USA N.A.
PO Box 788
Kirkland WA 98083-0788

Afni, Inc.
Po Box 3097
Bloomington, IL 61702-3097

Associated Credit Union
c/o Thompson O'Brien Kemp & Nasuti P.C.
40 Technology Pkwy S, Suite 300
Norcross, Georgia 30092-2924

Vanessa Maria Boykin
3308 Jameson Pass
Alpharetta, GA 30022-3031

Comenity Capital/hsn
995 W 122nd Ave
Westminster, CO 80234-3417

Gordon Fong
3940 Buford Hwy, A101
Duluth, GA 30096-8212

LVNV Funding, LLC its successors and assigns
assignee of FNEM, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Albert F. Nasuti
Thompson, O'Brien, Kemp & Nasuti, PC
Suite 300
40 Technology Parkway South
Peachtree Corners, GA 30092-2924

Premier Bankcard, Llc
c o Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud Mn 56302-7999

Quantum3 Group LLC as agent for
GPCC I LLC
PO Box 788
Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for
Sadino Funding LLC
PO Box 788
Kirkland, WA 98083-0788

Julie M. Anania
Nancy J. Whaley
Standing Chapter 13 Trustee
Suite 120
303 Peachtree Center Avenue
Atlanta, GA 30303-1286
Avonlea on the River Apts.
6015 State Bridte Road
Johns Creek, GA 30097-6454

Capital One Bank (USA), N.A.
by American InfoSource LP as agent
PO Box 71083
Charlotte NC 28272-1083

Credit One Bank Na
Po Box 98872
Las Vegas, NV 89193-8872

Hyeon Jeong
c/o Claire D. Lom
3575 Koger Blvd.
Suite 250
Duluth, GA 30096-4954

Mid America Bank & Tru
216 West 2nd St
Dixon, MO 65459-8048

Optimum Outcomes Inc
2651 Warrenville Rd Ste
Downers Grove, IL 60515-5544

Michael Brian Pugh
Thompson O'Brien Kemp & Nasuti, P.C.
Suite 300
40 Technology Parkway South
Peachtree Corners, GA 30092-2924

Quantum3 Group LLC as agent for
JH Portfolio Debt Equities LLC
PO Box 788
Kirkland, WA 98083-0788

Quintus Corp d/b/a Avonlea on the River
c/o RBBS, LLC
3105 Washington Rd, Suite C
East Point, GA 30344-5434

Quintus Corp. d/b/a Avonlea on the River
1827 Powers Ferry Road SE
Bldg 2, Suite 200
Atlanta, GA 30339-5621

(p) SCANA AND SUBSIDIARIES
220 OPERATION WAY
MAIL CODE C 222
CAYCE SC 29033-3701

Scana Energy Marketing
3344 Peachtree Rd Ne Ste
Atlanta, GA 30326-4808

Teresa R. Stephens
Matthew T. Berry & Associates
Suite 600
2751 Buford Highway NE
Atlanta, GA 30324-5457

Webbank/fingerhut
6250 Ridgewood Roa
Saint Cloud, MN 56303-0820

Nancy J. Whaley
Nancy J. Whaley, Standing Ch. 13 Trustee
303 Peachtree Center Avenue
Suite 120, Suntrust Garden Plaza
Atlanta, GA 30303-1216

World Finance Corp
108 Frederick Streetn
Greenville, SC 29607-2532

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Capital One Bank Usa N
15000 Capital One Dr
Richmond, VA 23238

SCANA Energy Marketing, Inc. dba SCANA Energ
220 Operation Way
MC 222
Cayce, SC 29033

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Associated Credit Union

End of Label Matrix
Mailable recipients 36
Bypassed recipients 1
Total 37